

2002

State of Utah, by and through Office of Recovery Services v. Peggy Sue Streight, by and through Orval (Bud) and Karen Jensen, her conservators and guardian, and Robert B. Sykes & Associates, a Utah professional corporation : Brief of Appellant

Utah Supreme Court

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Robert B. Sykes; Robert B. Sykes & Associates; Donald J. Winder; Winder & Haslam; Attorneys for Appellants.

Stephanie M. Saperstein; Assistant Attorney General; Attorney for Appellee.

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STATE OF UTAH, by and through  
Office of Recovery Services,  
  
Plaintiff and Appellee,  
  
v.  
  
PEGGY SUE STREIGHT, by and  
through ORVAL (BUD) and KAREN  
JENSEN, her conservators and  
guardian, and ROBERT B. SYKES &  
ASSOCIATES, a Utah professional  
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Defendants and Appellants.

PAT BARTHOLOMEW  
CLERK OF THE COURT

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Defendants and Appellants.

Appeal to the Utah Supreme Court from the Decision of the  
Second Judicial District Court of Weber County.

ROBERT B. SYKES (#3180)  
**ROBERT B. SYKES & ASSOCIATES, P.C.**  
 311 South State Street, #240  
 Salt Lake City, Utah 84111  
 Telephone No. (801) 533-0222  
**Attorneys for Appellants**  
**Streight and Jensen**

STEPHANIE M. SAPERSTEIN (#5541)  
ASSISTANT ATTORNEY GENERAL  
515 East 100 South  
P. O. Box 140835  
Salt Lake City, Utah 84114-0835  
Telephone No. (801) 536-8338  
**Attorney for Appellee**

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## ISSUES PRESENTED FOR REVIEW

1. Is the law firm entitled to a fee in this case under the precedent in *Office of Recovery Services v. McCoy*, 999 P.2d 572 (Utah 2000), and was there any basis to deny the law firm that fee? The standard of review is “correction of error.”

2. Is the State’s priority on the settlement proceeds a *de facto* lien against Ms. Streight’s property and, therefore, illegal under the federal anti-lien law, 42 U.S.C. §1396p? The standard of review for a trial court’s legal conclusion is “correction of error,” or “correctness.”<sup>1</sup>

In granting a motion for summary judgment, the court must be correct. It has no discretion in the matter. Where the trial court has made a legal error in determining the meaning or requirements of a statute, or refused to follow Supreme Court precedent, the standard of review is correction of error. *St. Benedict’s Dev. Co. v. St. Benedict’s Hosp.*, 811 P.2d 194, 196 (Utah 1991).

## ORDER OF SIXTH DISTRICT COURT

Memorandum Decisions dated May 18, 2001, and June 11, 2002; and Order Granting Summary Judgment in favor of State of Utah entered by the Honorable Kay L. McIff on June 12, 2002.

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<sup>1</sup> Appellants are aware that the Supreme Court’s recent decision in *Houghton v. Department of Health*, Supreme Court No. 20001103, is dispositive on this issue. Nevertheless, since the issue is under a recent Petition for Certiorari in the United States Supreme Court, they respectfully ask that the Court keep the issue open in the event that relief becomes available in the interim.

## JURISDICTION OF THIS COURT

The Supreme Court has jurisdiction in this matter pursuant to Utah Code Ann. § 78-2-2(3)(j).

## CONTROLLING REGULATORY & STATUTORY PROVISIONS

42 U.S.C. § 1396p(a)(1) and (b)(1); 42 U.S.C. § 1396a(a)(25)(A), (B) and (I); 42 U.S.C. § 1396a(a)(18).

## CONTROLLING CASE LAW

*Houghton v. Dept. of Health*, 2002 UT 101, 57 P.3d 1067 (Utah 2002); *Wallace v. Estate of Jackson*, 972 P.2d 466 (Utah 1998); *S.S. v. State*, 972 P.2d 439 (Utah 1998); *Office of Recovery Services v. McCoy*, 999 P.2d 572 (Utah 2000).

## NATURE OF THE CASE AND COURSE OF PROCEEDINGS

On June 9, 1998, Peggy Sue Streight was seriously injured in an automobile-pedestrian accident in Gunnison, Utah. Being a single mother of three children without health insurance, she was unable to pay for the extensive medical care and extended hospital stay. As a result of her injuries, she was left with the mentality of a 12 year-old girl. Her parents, Orval “Bud” and Karen Jensen (“the Jensens”), were appointed as Ms. Streight’s conservators and filed for assistance from the State Medicaid program. During the application process, they repeatedly indicated on the official forms that the injury resulted from a collision with a car, the name of the driver, and the name of the driver’s insurer. Eventually, the Jensens retained the law firm of Robert B. Sykes and Associates (“the firm”) to represent their daughter’s interests in the personal injury



claim against the driver. In August of 1998, the firm procured a policy limits settlement from various insurers of \$110,000. R. 260-64. The proceeds of the settlement, less attorney fees and costs were deposited in a special needs trust, with Ms. Streight named as the beneficiary. R. 260-64.

This case was filed by the State on November 22, 1999. R. 1. The State named Ms. Streight and the law firm as defendants. The State claimed a dollar-for-dollar reimbursement of medical expenses paid on behalf of Ms. Streight for treatment after her accident. The State also alleged that the law firm should be forced to disgorge its fee and costs because, it claims, it did not inform the State of the claim.

At the trial court level, the State filed a motion for summary judgment, claiming that whether the State could proceed against the recipient's special needs trust and against the law firm were issues of law. R. 185-305. In a memorandum decision, the trial court agreed. It not only allowed the State to recover virtually the entirety of the special needs trust, but snubbed the precedent set in *ORS v. McCoy* and forced the firm to remit its entire fee as well. The appellants filed a motion for reconsideration, which was denied. R. 635-722. This appeal followed.

### **STATEMENT OF FACTS**

1. **Collision and Injury.** Ms. Peggy Sue Streight, age 39, was severely and permanently injured in an automobile-pedestrian accident in Gunnison, Utah, on June 9, 1998. Peggy Sue was walking to a movie theater at night, in the rain, wearing dark clothes and jay-walking, when she was struck by an automobile. As a result of the

accident, she was in a coma for 2½ weeks, has been left with the mentality of a 12-year-old, and is under the protection of conservators. R. 3-4. A conservatorship for Peggy Sue Streight is in place. R. 260-64.

2. **Indigent Circumstances.** Ms. Streight was divorced and did not have the financial resources necessary to provide for the medical care for her injuries resulting from the accident. R. 335.

3. **State Notified of Tort Claim.** On June 17, 1998, Orval I. (Bud) Jensen, Ms. Streight's father, applied for Medicaid assistance on Ms. Streight's behalf. On June 26, 1998, Mr. Jensen completed and submitted a form questionnaire identifying the driver of the car as "Sharon Christiansen" (aka Sherilyn Christenson)<sup>2</sup> and correctly noting Ms. Christenson's automobile insurance carrier as Utah "Farm Bureau Ins." R. 565-68.

4. **Attorneys Retained.** On August 18, 1998, Mr. Jensen retained Robert B. Sykes & Associates ("the lawyers" or "firm") to pursue a recovery for Ms. Streight from Utah Farm Bureau and Ohio Casualty Insurance Co. (the underinsured carrier). This Firm was the fourth group of lawyers consulted by the Jensens to represent Peggy Sue, with the other three having turned them down. R. 331-32. This was nearly 52 days after Jensen had provided the Medicaid office with notice of the possibility of a third-party action.

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<sup>2</sup> The name has various forms of spelling in different documents.

5.     Settlement Proceeds Deposited into Trust. On September 17, 1998, Defendants petitioned the Sixth District Court to appoint a conservator, establish a “special needs trust,” and approve a settlement with the insurers. An order was signed on September 23, 1998, approximately three months after the Jensens had given notice in the Medicaid application of the name of the defendant and the insurance company. The settlement arrangement called for Farm Bureau to pay \$100,000, and Ohio Casualty to pay \$10,000. The Court approved payment of a contingency fee for Sykes & Associates in the amount of \$38,030.92. R. 11-14.

6.     Decisions in *Wallace* and *S.S. Handed Down*. On November 27, 1998, two months after the settlement was approved, the Utah Supreme Court handed down its rulings in *Wallace v. Estate of Jackson*, 972 P.2d 446 (Utah 1998), and *S.S. v. State*, 972 P.2d 439 (Utah 1998), wherein it upheld provisions of the Utah Medical Benefits Recovery Act as not illegal under Federal law. These rulings expressly allowed the State to proceed directly against third-party tortfeasors who injured Medicaid recipients (third party liability or “TPL” claims). The State’s lien claim was deemed to be against the third party, not the recipient, and therefore not illegal under Federal law. These decisions were reaffirmed recently in *Houghton v. Dept. of Health*, 2002 UT 101, 57 P.3d 1067 (Utah 2002).

7.     State Sues for \$107,000. The State filed the instant action seeking reimbursement for \$107,000 on November 22, 1999. R. 1-9.

8. Summary Judgment Granted. On October 6, 2000, the State filed a Motion for Partial Summary Judgment. The Court granted summary judgment to the State in a Memorandum Decision dated May 18, 2001. R. 392-417. Judgment was entered against Streight for \$69,332.78 and against her attorneys for \$38,030.92. R. 846.

9. McCoy Rejected by the Trial Court. The trial court refused to apply the recent Utah Supreme Court decision in *State Office of Recovery Services v. McCoy*, 999 P.2d 572 (Utah 2000), and urged the Supreme Court to reconsider its decision. R. 400.

10. Collection Would Impoverish Ms. Streight. The judgment consumes almost the entirety of the settlement (\$107,000 of \$110,000). R. 846. The only assets Peggy Sue has after the accident are her house, which the trust purchased with the settlement funds, and seven acres of land, also purchased by the trust. R. 331-33. This would all go to the State to satisfy the judgment.

#### Summary of Arguments

The plain language of Utah Code Annotated § 26-19-7 and this Court's recent decision in *McCoy* require the State to pay its share of attorney fees where it obtains reimbursement of Medicaid funds through the efforts of a private attorney. In this case, the State was notified of the claim and then sought reimbursement directly from the recipient after she had gained a recovery through her private attorneys. Under *McCoy*, the State is required to pay its proportionate fee for the reimbursement it

obtained. The State should not be allowed to reap where others have sown without paying its share.

Since the Jensens notified the State of the claim and the State was not prejudiced by the action taken by appellants, it should not be allowed to recover without paying its share of attorney fees. The Jensens gave repeated notice that Ms. Streight's injuries resulted from the negligence of another. Furthermore, since the State was able to make a recovery directly against the recipient through her special needs trust, it was not prejudiced by the appellants as it has maintained below.

The appellants recognize the precedent set by this Court in *S.S., Wallace*, and *Houghton*, wherein it has held that the State may proceed against the recipient directly to recover reimbursement for medical expenses paid under through its Medicaid program. By renewing the issue again in Point III, appellants only seek to preserve the issue in this case pending anticipated review by the Supreme Court of the United States.

## ARGUMENT

### POINT I

THE PLAIN LANGUAGE OF UTAH CODE ANN. § 26-19-7 AND THE RULE IN *McCOY* REQUIRE THE STATE TO PAY A REASONABLE ATTORNEY FEE FOR THE SETTLEMENT PROCURED BY THE LAW FIRM.

Both Utah Code Annotated § 26-19-7 and this Court's decision in *McCoy* require the State to pay its share of attorney fees when it obtains funds from a third-party tortfeasor through the efforts of a private attorney. Section 26-19-7(4) reads as follows:

(4) The department may not pay more than 33% of its total recovery for attorney's fees, but shall pay a proportionate share of the costs in an action that is commenced with the department's written consent.

Utah Code Annotated § 26-19-7 (2002). This section was interpreted by the Supreme Court in *Office of Recovery Services v. McCoy*, 2000 UT 39, 999 P.2d 572 (Utah 2000). In that case, the State sought recovery for Medicaid expenses paid directly from the recipient after the recipient had hired private counsel to obtain the settlement from the third party. In that case, as in the case at hand, the State refused to pay *any* attorney fees. The Utah Supreme Court, in a decision written by Justice Russon, interpreted the statute to require the State to pay its share of attorney fees up to 33% of the State's recovery. *Id.* at ¶18, 576-77. No matter the avenue of recovery the State elects to pursue, the rule in *McCoy* requires it to pay its share of attorney fees on a settlement procured by counsel:

In sum, while the Act provides discretion to the State when selecting a suitable avenue for recovering medical assistance, *each method of recovery* requires the State to pay its share of attorney fees. The State may (1) take action directly against the third party, for which the State pays its own expenses; (2) grant consent to recipients seeking to pursue the State's claim, whereby the State's recovery will be reduced by reasonable attorney fees and, if any, its proportionate share of the costs of an action; or (3) refuse consent and proceed against the recipient after the recipient recovers from the third party, in which case the State's recovery shall be reduced by reasonable attorney fees.

*Id.* at ¶19, 577. The rule clearly requires the State to pay attorney fees when it obtains reimbursement through a settlement procured by the efforts of a private attorney.

As the facts in *McCoy* and in the Record bear out, before that ruling, the State would frequently refuse consent to petitioning lawyers, wait for the lawyers to bring in a settlement, and then make a full recovery from the recipient without paying its share of fees. *See Id.* at ¶¶3-7, 574; *see also* Affidavit of James D. Vilos, R. 485-500. After *McCoy*, a recipient may not, without the State's consent, commence or settle a TPL action *for the State's share, but may file his/her own action*, and still get an attorney fee from the State, even without State consent. *See* Utah Code Ann. § 26-19-7(1)(a) and (4) (1998). *See McCoy*, 999 P.2d at 576-77 (“[I]t would be inherently unfair not to award attorney fees to McCoy . . . .” *Id.* at 577). Therefore, “when the State elects to recover directly from a recipient who has expressly excluded the State's claim from any attempt to recover from a third party, the State must pay the attorney fees incurred in procuring the State's share of the settlement proceeds.” *Id.*

In the case *sub judice*, the law firm procured a settlement of \$110,000 for their client, Peggy Sue Streight. For its services, the firm took a contingency fee of 33% plus costs for a total of approximately \$38,000. Just as in *McCoy*, the State immediately moved to make a dollar-for-dollar recovery of its approximately \$107,000 in Medicaid expenses and steadfastly refused to pay any attorney fees to the law firm. R. 1-9.

The State has systematically and intentionally denied permission to lawyers representing indigent clients who have received Medicaid. *McCoy* was not an isolated case. See Joint Affidavit of Robert B. Sykes and Matthew Raty, R. 527-29, 541-42; see also R. 511-18. The disturbing implication is that the State has, in the past, denied permission for representation, implying it will pursue the claim on its own. However, it did nothing because it was not equipped to handle these cases, it allowed the private attorney to pursue expensive discovery, awaited recovery, and then stepped in, demanding to be paid in full.

Before *McCoy*, the precedent in *Camp v. ORS*, 779 P.2d 242 (Utah Ct. of App. 1989), was misread to imply that the State must only pay fees and costs on its share if it gives permission. See Memorandum Decision, R. 616-22. Of course, this provides incentive to deny permission in many cases and wait for the private attorneys to act to gain a recovery. Defendants submit that this scenario has played out many times. It happened in *McCoy*, it happened in *Wallace*, and it happened in Peggy Sue Streight's case.



The State has neither the expertise, resources or will to go after these TPL recoveries from start to finish. *See* R. 466-83. It is therefore inequitable to allow the State to profit from the uncompensated sweat and toil of others. The State should be made to pay for what it has reaped, where it has not sown.

## **POINT II**

### **THE STATE MUST PAY ATTORNEY FEES WHERE STREIGHT COOPERATED AND WHERE THE STATE HAS NOT BEEN PREJUDICED BY STREIGHT MOVING FORWARD ON HER CLAIM.**

#### **A. Streight Cooperated and Identified the Third Party.**

The State may try to imply that Streight and counsel did not “cooperate” with it in identifying the potentially liable third party. Following the precedent in *McCoy* and the undisputed facts in this case, this Court should rule that Streight cooperated in identifying the third-party tortfeasor as contemplated in that opinion. Exhibit 1, Medicaid Application Forms, *see also* R. 565-68.

In *McCoy*, the State also charged that the Medicaid recipient did not “cooperate” under very similar facts. In both cases, no action was instituted but a compromise or settlement was agreed upon where the third party was released. *McCoy* did not obtain the consent of the State because the State would not give it. *McCoy*, 999 P.2d at 576, ¶17. In the instant case, consent was not sought, but *McCoy* shows that consent is immaterial as long as the recipient cooperates with the State in providing the identifying information so that the State may pursue its own third-party claim, which

cooperation the Streights uncontestedly provided. *See* Exhibit 1. The Supreme Court observed:

The State suggested at oral argument that McCoy should not be entitled to attorney's fees because *he failed to inform the state* that Great American was the insured with whom he was settling Sevey's claim. We emphasize that a recipient has a duty to cooperate with the State *in identifying and providing information to assist the State in pursuing any third party* who may be liable to pay for medical care and services. [citations omitted] Keeping the State informed insures that the State will not be prejudiced in its efforts to recover medical benefits. . . . In the instant case, *McCoy failed to keep the State minimally informed*, but McCoy's lack of forthrightness *did not prejudice the State's claim* against the third party.

*McCoy*, 999 P.2d at 577, ¶18, fn. 4. Likewise in the instant case, Streight cooperated with the State by timely providing the identity of the negligent third party, as well as her insurance company. This information was provided twice in the Medicaid application forms, first in June 26, 1998, almost three months before the settlement. Exhibit 1, Medicaid Application Forms, *see also* R. 565-68. This fact is not contested. Further, the State is not prejudiced because if it prevails on the priority issue, the State will recover whatever amount it is legally owed by Streight.

#### B. No Prejudice to the State.

The State cannot claim that it was "prejudiced" against the third party due to Streight (or her attorney's) actions. Streight gave notice to the State on June 26, 1998, by providing the liable third party's name and insurance company. *See* Exhibit 1,

which is part of the Record.<sup>3</sup> R. 565-68. The State did nothing with this information until after the settlement was consummated.

A Medicaid recipient is not restrained at law from pursuing his or her own claim. There are several statutory provisions which recognize the recipient's right to do so. For example, § 26-19-5(5) gives the department a right to commence its own independent action against a third party, but "does not bar an *action by a recipient*. . . for loss or damage *not included in the department's action*." (Emphasis added.) In other words, the recipient has his/her own claim and may file it, without restriction, as long as it does not include a claim for the assistance paid by the department. Section 26-19-7(1)(a) reaffirms the existence of two claims when it says that the recipient may not file or settle a claim against the third party "for recovery of *medical costs for an injury . . . for which the department has provided . . . medical assistance*." (Emphasis added.) In other words, the injured person is free to claim for the non-medical assistance damages. Furthermore, even though the department has a right to bring an independent action against the third party under § 26-19-6, the recipient has an absolute right to "intervene in the department's action at any time before trial." *Id.* Clearly, Streight may pursue her own action for non-Medicaid damages (e.g. pain and suffering, lost wages, etc.), and does not have to wait for the State to take action. When Streight settled, the State did

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<sup>3</sup> The State does not dispute receiving this information since it is on the Medicaid application itself. Further, on Summary Judgment, this Court construes all proven or well-pled facts in a light most favorable to the party opposing Summary Judgment. Therefore, it must be assumed that the State knew the identity of the TPL defendant and her insurance company about three months before the settlement was consummated.

lose its cause of action against the third-party tortfeasor, but that is due to the State's own lack of action. However, this did not prejudice the State, because its lien is still valid and will be paid, but only because counsel procured the settlement. In other words, even if the State could not go after the third party directly, under the precedent set in *S.S. and Wallace*, it could make a recovery directly against Streight.

Even though the State failed to take any action against the third party before the settlement, it later learned of the settlement and gave the conservators notice of the claim. Assuming this Court does not otherwise hold the lien claim to be an illegal priority, the State will be paid, and therefore has not been prejudiced. According to *McCoy*, the State can "proceed against the recipient after the recipient recovers from the third party, in which case the State's recovery shall be reduced by reasonable attorneys fees." *Id.* at 577, ¶19. That is exactly where we are in this case. The State did not give consent, proceeded against the recipient, not against the third party, even though it had notice, and will receive a recovery based upon counsel's efforts. The State is arguably entitled to that recovery which "*shall* be reduced by reasonable attorney's fees." *Id.*

### **POINT III**

**IT IS MANIFEST ERROR FOR THE TRIAL COURT TO BLATANTLY REFUSE TO APPLY EXISTING SUPREME COURT PRECEDENT. BASED ON UTAH R. APP. P. 10(a)(3), THE DISTRICT COURT'S ORDER SHOULD BE REVERSED WITH REGARD TO ATTORNEY FEES.**

The trial court committed manifest error by refusing to follow recent and directly-on-point precedent in *McCoy*. Manifest error exists when the error is plain and

made to appear “on the face of the record . . . .” *State v. Cobo*, 90 Utah 89, 102, 60 P.2d 952, 958 (1936). *See also, State v. Eldredge*, 773 P.2d 29, 35 n.8 (Utah 1989) (“The first requirement for a finding of plain error is that the error be plain, i.e., from our examination of the record, we must be able to say that it should have been obvious to a trial court that it was committing error.”).

The trial court plainly and openly refused to apply binding Supreme Court precedent. *Office of Recovery Services v. McCoy*, 999 P.2d 572 (Utah 2000) was decided by this Court *in 2000*. This Court there held that “when the State elects to recover directly from a recipient . . . , the State must pay the attorney’s fees incurred in procuring the State’s share of the settlement proceeds.” *See McCoy*, 999 P.2d at 577. The State’s “consent” was not required. *Id.* The trial court unabashedly rejected and criticized this precedent stating:

There is simply no statutory authorization for awarding attorney’s fees against the State *unless it has given its written consent*. The result in *McCoy* allowing attorney’s fees in the absence of consent or statutory authorization is an *aberration* and should be limited to its facts. It is the peculiar and compelling facts of that case which warrant the equitable result reached *rather than the supreme court’s abbreviated and flawed legal analysis of the statute*.

Memorandum Decision, May 18, 2001, p. 13 (emphasis added). The trial court claims the majority in *McCoy* “*engages in a tortured reading of the statute*,” to reach its holding. Memorandum Decision, p. 14. The trial court then rendered a 4-point detailed critique of *McCoy*, claiming that “consent” really should be required. *See* Memorandum Decision, pp. 15-17. The trial court finally opined that:

It is my considered view that *the supreme court must abandon or refine its decision in McCoy regarding attorney's fees* and must examine UCA §26-19-7 in its entirety. It must construe and give meaning to subsection (4) not as an island but as it relates to subsection (3) and the other provisions which expressly require the State's written consent.

Memorandum Decision, p. 17 (emphasis added). As this language clearly illustrates, the trial court directly rejected and refused to apply the precedent set by the Utah Supreme Court in *McCoy* because it believed that consent to sue should be required. In doing so, the trial court committed a manifest error, which should be corrected by this Court's reversal of the order.

#### POINT IV

**AFTER THE RECENT DECISION IN *HOUGHTON*, APPELLANTS ONLY RAISE THE ISSUE OF THE LEGALITY OF THE LIEN TO PRESERVE IT, PENDING REVIEW OF THE UNITED STATES SUPREME COURT.**

Due to this Court's recent ruling in *Houghton v. Department of Health*, 2002 UT 101, 57 P.3d 1067 (Utah 2002), appellants acknowledge that in Utah the law currently does allow the State to pursue a priority lien directly against the recipient. In asserting this issue, appellants now only seek to preserve it as long as possible since Petitions for Certiorari are now pending review in *Houghton* and in *Martin v. City of Rochester*, 642 N.W.2d 1 (Minn. 2002), *petition for certiorari* pending U.S. Supreme Court No. 02-117, which would resolve this issue.

For argument on the issue, we incorporate by reference the argument before the trial court to the effect that the State's lien and priority constitute an illegal lien on

a recipient, contrary to Federal law, and are preempted. R. 519-24 and 641-56. *See also* dissent in *Houghton*, 57 P.3d at 1073-74.

### CONCLUSION

Utah Code Annotated § 26-19-7 and this Court's recent decision in *McCoy* require the State to pay its share of attorney fees where it obtains reimbursement through the efforts of a private attorney. In this case, the State was notified of the claim and then took action directly against the recipient after she had gained a recovery through her private attorneys. Under *McCoy*, the State was then required to pay its proportionate fee for the reimbursement it obtained. The State should not be allowed to reap where others have sown.

The appellants recognize the precedent set by this Court in *S.S., Wallace*, and *Houghton*, wherein it has held that the State may proceed against the recipient directly to recover reimbursement for medical expenses paid under through its Medicaid program. Appellants only seek to preserve the issue pending resolution of the petition for certiorari.

DATED this 1st day of April, 2003.

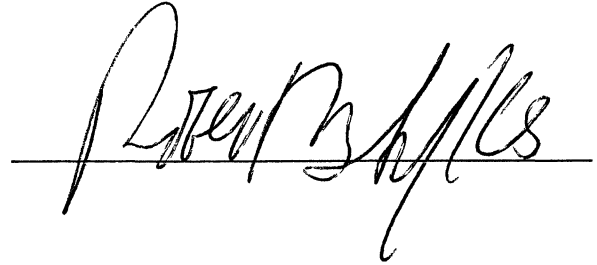
  
\_\_\_\_\_  
ROBERT B. SYKES  
Attorney for Appellants

**CERTIFICATE OF SERVICE**

I hereby certify that true and correct copies of **Appellants' Brief** were served upon all parties of record, at the address listed below, by mail, postage prepaid, on this 1st day of April, 2003:

*Attorneys for State of Utah:*

Stephanie M. Saperstein  
Assistant Attorney General  
515 East 100 South  
P. O. Box 140835  
Salt Lake City, Utah 84114-0835

A handwritten signature in black ink, appearing to read "Robert B. Mills", is written over a horizontal line.



## TABLE OF APPENDICES

### 1. Medicaid Application Forms

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Tab 1

MEDICAID \ UMAP QUESTIONNAIRE  
Third Party Insurance Information

Client Name (Last, First, Middle): Streight Peggy Date of Birth: \_\_\_\_\_

Name of individual(s) covered under insurance (Last, First, Middle): \_\_\_\_\_

Name of insurance other than Medicaid: None Policy Number: \_\_\_\_\_

\*Other: \_\_\_\_\_

Is insurance through employer? ☐ Yes ☒ No If yes, who: \_\_\_\_\_

Policyholder's Name (Last, First, Middle): \_\_\_\_\_

Date policy became effective: \_\_\_\_\_ Date policy expires: \_\_\_\_\_

Are you covered by Medicare? ☐ Yes ☒ No If yes, what is the Medicare Number: \_\_\_\_\_

Do you have any insurance/medical conditions as a result of an accident (Trauma)? ☒ Yes ☐ No

\* If yes, car accident? ☒ Yes ☐ No Assault? ☐ Yes ☐ No Other: \_\_\_\_\_

\* Date of accident: 6-9-98 City/State: \_\_\_\_\_

\* Did you get a ticket or were you arrested? ☐ Yes ☒ No \* Who was responsible for the accident? Sharon Christiansen

\* Were police notified? ☐ Yes ☐ No Which police department? \_\_\_\_\_

\* Do they have insurance? ☒ Yes ☐ No Explain: Auto Insurance Farm Bureau Ins

Do you have any insurance/medical conditions due to a work-related accident? ☐ Yes ☐ No Do you receive Workman's Comp? ☐ Yes ☐ No

\* If yes, please explain: \_\_\_\_\_

\* Do you have any medical conditions another person is supposed to pay for? ☐ Yes ☐ No

\* If yes, please explain: \_\_\_\_\_

Have you served in the Military? ☐ Yes ☐ No Length of active duty: \_\_\_\_\_ Type of discharge: \_\_\_\_\_

Are you a student? ☐ Yes ☐ No If yes, where: \_\_\_\_\_

(BUYOUT Questions):

Have you had insurance in the past six months that has stopped for any reason? ☐ Yes ☐ No Do you have Cobra? ☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

\* Do you have, or anticipate, any major or long term medical/prescription expenses? ☐ Yes ☐ No

Have you been covered by insurance in the past 60 days? ☐ Yes ☐ No

Does your current employer offer health insurance but you have not enrolled? ☐ Yes ☐ No (If "No", no BUYOUT Possible)

the answers to questions A, B, & C above are 'yes', complete the following question: How are/were you covered? \_\_\_\_\_

Employer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Health Insurance Company: \_\_\_\_\_ Other Insurance: \_\_\_\_\_

above information is correct to the best of my knowledge and is furnished as a condition of eligibility for medical assistance.

Signature: Peggy Streight By FATHER  
Date: 6-26-98

See comments on ORSIS screen 690

Buy-out potential? ☐ Yes ☐ No Immediate Action Needed? ☐ Yes ☐ No  
To pursue Buyout, call Matt Speckman 538-6008, or Judy Magnusson 538-7018.

- \*2 Do you want help with bills for medical care that anyone in your home received in the last 3 months? *applied for* ☒ Yes ☐ No

Name <i>Peggy S Straight</i>	Date of Service <i>June 9<sup>th</sup> 98</i>	Retro Medical Date
Name	Date of Service	Retro Medical Date

- \*3 Do you have a legal guardian or someone who has power of attorney for you? ☐ Yes ☐ No

Last Name <i>Jensen</i>	First Name <i>David</i>	Middle Initial <i>Karen</i>	Telephone Number <i>835-6999</i>
Address			

4. You can choose an adult to help you with your Food Stamp assistance, your medical card, and your financial benefits. This person would be your AUTHORIZED REPRESENTATIVE. List their name, address, and telephone number below.  
 Do you need someone to help you use your financial benefits or medical card? ☒ Yes ☐ No  
 Do you need someone to help you use your Food Stamp assistance? ☒ Yes ☐ No  
 Do you want someone else to receive copies of your notices? ☒ Yes ☐ No

Last Name <i>Jensen</i>	First Name <i>David</i>	Middle Initial <i>Karen</i>	Phone <i>835-6999</i>
Street <i>320 So 100 W</i>	City <i>Manti</i>	State <i>Ut</i>	Zip <i>84642</i>

5. Is anyone in your household living in one of these institutions? ☐ Yes ☒ No  
☐ Hospital ☐ Shelter ☐ Drug/Rehab Center ☐ Boarding School  
☐ Group Home ☐ Nursing Home ☐ Jail - If yes, on work release? ☐ Yes ☒ No

Name <i>Farmers Insurance</i>	Name of Institution <i>Auto insur</i>	Admission Date <i>June 9, 1998</i>	Release Date
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- \*6. Do you have anyone who can help you pay for medical bills; such as a spouse, parents, adult children, or insurance (car insurance, home owners insurance, health insurance, etc.)? ☒ Yes ☐ No  
 Provide insurance information in question #50 and name and address of family member in question #53.

- \*7. Has anyone in your home who once received SSI later stopped receiving SSI? ☐ Yes ☒ No

Name	Date Stopped Receiving SSI
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- \*8. Is anyone in your family, living or deceased, a veteran of the U.S. Armed Forces? ☐ Yes ☐ No

Name	Relationship
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- \*9. Are your children current on their immunizations? ☐ Yes ☐ No  
 If not, please explain:

10. Is anyone in your home known by another name, such as a maiden name or former married name? ☐ Yes ☒ No

Current Name	Other Last Name	First Name
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- \*11. Do you intend to make your home in Utah? ☒ Yes ☐ No

- \*12. Has anyone in your home ever applied for/received financial or medical assistance or Food Stamp benefits? ☒ Yes ☐ No

Name	Where?	Type of Assistance:	When?
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45. A. Check the boxes in front of each expense you pay below. These are expenses for which you are billed. Check the boxes even if you receive HEAT assistance.  
B. List the amount your household is billed for each of the items you checked below.

Expense	Current Amount	Past Due Amount	How Often Billed?	Who is Responsible for payment?	Who pays the bill?
<input type="checkbox"/> Rent					
<input checked="" type="checkbox"/> Mortgage					
<input checked="" type="checkbox"/> Second Mortgage					
<input type="checkbox"/> Trailer Space Lot Payment					
<input type="checkbox"/> Homeless Shelter Costs					
<input checked="" type="checkbox"/> Property Taxes (If not included in mortgage)					
<input checked="" type="checkbox"/> Insurance on Home (If not included in mortgage)					

46. Is your rent government-subsidized? ..... ☐ Yes ☒ No  
If yes, what is the amount YOU pay? \$ \_\_\_\_\_ Agency's Name \_\_\_\_\_
47. Do you share any of these shelter or utility costs with any people that you live with? ..... ☒ Yes ☐ No  
If yes, how is it shared? my children?
48. If you are applying for financial and/or child care assistance, do you receive housing assistance, including cash assistance or vouchers, etc.? ☐ Yes ☒ No  
If yes, how much per month? \$ \_\_\_\_\_
- \*49. If you are applying for medical assistance, do you have an impairment-related work expense? ..... ☐ Yes ☒ No  
If yes, please explain: \_\_\_\_\_
- \*50. If you are applying for medical assistance, do you have any health insurance that can help pay your medical bills? applied for Medicaid ☒ Yes ☐ No

Insurance Company <u>Farmers Insurance</u> <u>Auto Accident</u>	Amount Paid on \$ _____ per _____ (pay period, month, quarter, semi-annual, year) NEXT Payment Due: _____
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51. A. Are you, or is anyone, court ordered to pay medical insurance for your children? ..... ☐ Yes ☒ No  
If yes, for which child(ren): \_\_\_\_\_  
B. Could your children's health insurance coverage be provided by a parent? ..... ☐ Yes ☒ No (verify insurance)
2. Have you paid, expect to pay, any medical bills in the last 3 months or do you have any unpaid bills such as:  
(You will be asked to provide verification of these bills.)  
☐ Medical, Dental Expenses ☐ Hospital or Nursing Care  
☐ Transportation for Medical ☐ Medicare Premium/Insurance  
☐ Dentures, Hearing Aids, Eyeglasses ☒ Medication (required by doctor)  
☐ Other (explain) \_\_\_\_\_
3. Does any person or organization give you money to pay expenses or pay any expenses for you? No ☒ Yes ☐ No

Name of Person/Organization	Amount	Type of Expense
<u>Karen &amp; David Jones</u>		<u>Medication</u>

- In consideration of being accepted under the Utah Medicaid program, the Utah Medical Assistance Program, and C.H.I.P., I agree that the assistance I receive under either program is limited to that described in the Provider Manuals. These manuals have been established for each program and may be further limited by applicable state and federal law. I further agree that the Department of Health may amend the manuals and the benefits for which I am eligible without my consent and without additional consideration for me. The Department of Health shall make manuals available for my review at their main offices.
- I understand financial assistance for most families is time-limited to a total of 36 months, beginning January 1, 1997. Additional months may be approved if I have a history of working part-time (80 hours a month) while receiving financial assistance or if I am certified as medically unable to work. The 36 month time limit does not apply when all parents in a household receive SSI assistance or when assistance is being provided to children living with a relative who is not included in the financial assistance.
- I understand that as a condition of receiving financial assistance I have automatically transferred to the Office of Recovery Services all monies payable to me or my child(ren) for any person as support, alimony or medical support. The monies include the amount due or to become due me or my child(ren). I further understand that anyone may deliver to the Office of Recovery Services, all drafts, checks, money order or other negotiable instruments due by any person obligated to provide support. The Office of Recovery Services has the power of attorney to act in my name endorsing and cashing all drafts, checks, money orders or other negotiable instruments received by the Department as support payments.
- Upon approval of General Assistance, I give any and all of my rights to other financial benefits to the Department of Human Services.
- ANY AND ALL ELEMENTS OF ELIGIBILITY LISTED ON THIS FORM MAY BE VERIFIED by the Federal Government, the State of Utah, the Department of Workforce Services, the Department of Human Services, Immigration Naturalization Services, Department of Health.
- I may be contacted by Quality Control to review the eligibility on my assistance. I agree to cooperate with this review.
- I am responsible to reimburse the state for child care services which were paid for by the state, but I was not eligible to use.
- I understand that if I choose a license-exempt child care provider, the state of Utah does not regulate or monitor the child care.

56. I (please print name), \_\_\_\_\_, read or had read to me the statements above. I understand those statements. Under penalty of perjury, I swear that the answers I have given on this application are true and correct. I am the person represented by the signature on this document. I understand that any false information on this application will result in prosecution for fraud. I understand that I may request a fair hearing orally or in writing if I disagree with the decision made on this application.

Donald D. Jensen (Father)  
Signature or mark of the Customer

3 Aug '98  
Date

\_\_\_\_\_  
Signature or mark of the Spouse

\_\_\_\_\_  
Signature of Authorized Representative (FS only)

The Food Stamp Program is an equal opportunity program. If you believe you have been discriminated against because of race, color, handicap, national origin, age, sex, political beliefs, or religion, write immediately to the Secretary of Agriculture, Washington, D.C. 20250.

NAME	DATE OF BIRTH	DATE OF APPLICATION
ADDRESS	CITY	STATE
CATEGORY	APPROVAL DATE	APPROVAL OFFICE
BENEFIT PERIOD		